

Employment Contract

Whereas, Massachusetts General Laws, Chapter 41, §108O, authorizes the Town Manager to establish an Employment Contract providing for the salary, fringe benefits, and other conditions of employment for the Chief of Police; and

Whereas the Town Manager and the Chief of Police desire to enter into such a Contract;

Now Therefore, the parties agree to the following:

Section 1 Conflict with Existing Law

- 1.1 Civil Service In the event of conflicting provisions between the Employment Contract and M.G.L. c. 31, the provisions of M.G.L. c. 31 (Civil Service) will prevail. It is agreed that the Chief of Police will retain his Civil Service status during the term of his employment with the Town of Needham.
- 1.2 M.G.L. chapter 41 §97A Unless and until the Town votes otherwise, the Chief of Police is guided by the provisions of M.G.L. chapter 41 §97A.
- 1.3 Personnel Policy The terms of the Employment Contract shall prevail over any conflicting provisions of any personnel policy promulgated by the Town. Personnel Policies not in conflict with this Contract shall continue to apply to the Chief of Police.

Section 2 Hours of Work

The Chief of Police will devote full time and attention to the business of the Town. The Chief of Police agrees to devote that amount of time and energy, which is reasonably necessary to faithfully perform the duties of Chief of Police under this contract. It is recognized that the Chief of Police must devote a great deal of time outside the normal office hours to the business of the Town, and, to that end, the Chief of Police shall be allowed to adjust his work schedule as he shall deem appropriate during said normal office hours and at such time when the Chief reasonably determines such work schedule will have the least impact on departmental operations.

Section 3 Compensation

- 3.1 Base Salary The Chief of Police is not subject to the classification and compensation provisions of the Town and his base salary shall be governed by this agreement. The base salary shall be considered to be all-inclusive and no other additional payments will be made with the exception of Educational Incentive Pay as provided under section 3.2.

Effective December 1, 2018, the base salary shall be \$152,205. Salary increases for FY2020 (12/1/19) and FY2021 (12/1/2020) will be based on the performance evaluation process consistent with other management level employees.

- 3.2 Educational Incentive The Chief of Police shall be entitled to educational career incentive

in accordance with M.G.L. c. 41 §108L. This amount shall be in addition to base pay as defined in Section 3.1. In the event that M.G.L. c. 41 §108L is repealed or amended, the Chief of Police shall continue to be entitled to the educational career incentive in effect as of July 1, 2009 (25% of base pay).

- 3.3 Performance Review The Chief of Police shall have his performance reviewed by the Town Manager. At that time, accomplishments from the prior year will be identified and objectives for the coming years will be established.
- 3.4 Death During Employment If the Chief of Police dies during the term of this Agreement, the Town shall pay to the Chief's estate all the compensation which would otherwise be payable to the Chief of Police up to the date of his death, including, but not limited to, payment for any unused vacation and personal days, and non-occupational sick leave buy-back in accordance with Section 4.6 of this Agreement. Such payment will be made payable to the deceased's estate or beneficiaries in accordance with IRS regulations.
- 3.5 Clothing/Uniforms The Town shall budget \$1,000 per fiscal year for the purchase or replacement of uniform items or other work-related attire for the Chief of Police. The clothing/uniform funding shall not be used for the purchase of civilian attire.
- 3.7 Employer Contribution to 401(a) Plan Deferred Compensation Plan the Town will make an annual payment of 2% of total pay (base pay and education incentive) to the 401A deferred compensation plan offered by the Town and elected by the Chief of Police.

Section 4

Leave Benefits

- 4.1 Leave Without Pay The Chief of Police shall be entitled to leave without pay as necessary in accordance with the provisions of the Unpaid Leave of Absence Policy, #305, dated July 1, 2000, as amended.
- 4.2 Civic Duty Leave The Chief of Police shall be entitled to Civic Duty Leave, as necessary, in accordance with the provisions of the Civic Duty Leave Policy, #301. It is understood that in the event that the Chief of Police must appear in Court on behalf of the Town of Needham, such appearance shall be considered regular work time.
- 4.3 Bereavement Leave The Chief of Police shall be entitled to Bereavement Leave, as necessary, in accordance with the provisions of the Bereavement Leave Policy, #304.
- 4.4 Personal Leave The Chief of Police shall be entitled to Personal Leave in accordance with the provisions of the Personal Leave Policy, #316.
- 4.5 Injury on Duty The Chief of Police shall be entitled to Injury on Duty pay and benefits in accordance with the Police Chief Injury on Duty Policy, #417.
- 4.6 Non-Occupational Sick Leave The Chief of Police shall be entitled to and bound by all sick leave provisions, including accrual, use, extended sick leave, medical verification, and fitness for duty, contained in the Non-occupational Sick Leave policy, #303. In the event that the Chief of Police terminates employment with the Town by retirement, disability, or death,

he shall be entitled to a cash payment upon termination at his current rate of pay for twenty-five percent (25%) of his non-occupational sick leave bank; however, the Chief of Police may participate in any "buy-out" plan approved by the Town Manager and Board of Selectmen for other department managers.

- 4.7 Vacation The Chief of Police shall receive vacation benefits in accordance with the Vacation Policy (#310). It is agreed that the accrual provisions of the Vacation Policy shall be amended in recognition of the "Holyoke Decision" and that the Chief of Police shall accrue 28 days of vacation per fiscal year. The Chief of Police shall be entitled to 28 days (224 hours) of vacation leave effective January 1, 2016, and shall begin accruing leave at the rate of 18.66 hours per month thereafter. The Chief of Police shall be bound by the maximum accrual cap provisions of the Vacation Policy of his allotment (28 days) plus ten days, or a total of 38 days.
- 4.8 Holidays The Chief of Police shall receive time off on each recognized holiday in accordance with the Holiday Leave and Holiday Pay Policy, #314.

Section 5

Benefits

- 5.1 Professional Development The Chief of Police will be encouraged to take advantage of the latest developments in the field of public safety and policing. The Chief of Police will be allowed to maintain membership and hold office in the Massachusetts Chiefs of Police Association, the International Association of Chiefs of Police, and the New England Chiefs of Police Association. The annual dues in these Associations, and other professional organizations, as well as the expenses related to conferences and meetings shall be considered as normal business expenses to be proposed in the Department budget and charged to the Town. In this regard the Town agrees, subject to appropriation by Town Meeting, to budget appropriate and reasonable finances for travel and expenses related to the attendance of the Chief of Police at the annual conference of the International Association of Chiefs of Police, the New England Chiefs of Police Association and short courses, institutes and seminars that in his reasonable judgment, are necessary for his professional development. Such time spent in the foregoing activities shall be considered as time worked; however, the Chief of Police recognizes that his primary responsibility is to the Town of Needham Police Department. Attendance at professional development activities will be limited and/or scheduled in such a manner that they do not impact in an adverse manner upon the Chief's professional responsibilities. In this regard, the Chief shall be subject to the provisions of the Membership in Professional Associations Policy, (#405), dated December 13, 2000, and the Travel Expense Reimbursement Policy (#510), dated July 11, 2008.
- 5.2 Membership in the Retirement System The Town of Needham agrees that the Chief of Police shall be entitled to continue as a member of the Town of Needham Contributory Retirement System (in accordance with the provisions of M.G.L. c. 32) under the same terms and conditions in effect on the effective date of this Agreement, or as these provisions may be hereafter amended. Upon retirement, the Chief of Police shall be entitled to all benefits available to other retired employees of the Town of Needham.
- 5.3 Automobile Use The Town shall provide a police vehicle for use by the Chief of Police and pay for all attendant operating and maintenance expenses and insurance. Said vehicle is

to be used exclusively by the Chief of Police in connection with the performance of his duties as Chief of Police and for his professional growth and development. Since the Chief is on-call in the event of emergency, he may use the vehicle for personal reasons. All use of the vehicle is restricted to travel in New England and New York, unless approved in advance by the Town Manager. The Chief of Police is subject to the other aspects of the Town's Vehicle Use Policy (#509), dated March 10, 1997, as amended, which are not in conflict with this section.

- 5.4 Indemnification The Town of Needham shall defend, save harmless, and indemnify the Chief of Police against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as Chief of Police provided that the Chief of Police acted within the scope of his official duties. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Chief of Police. Under such circumstances, the Town of Needham shall select the attorney. This Section shall survive any termination of this Agreement.
- 5.5 Other Benefits The Police Chief, with approval in advance from the Town Manager, may accept other Police service related assignments (e.g., teaching at the Police Academy) only to the extent that they do not interfere with the performance of his duties with the Needham Police Department.

Section 6 Drug and Alcohol Testing

The Chief of Police shall be subject to drug and alcohol testing requirements similar to those in place for other sworn police officers in the Department.

Section 7 Removal, Suspension, Retirement and Resignation

- 7.1 The Chief of Police may only be removed from office or suspended from his position in accordance with M.G.L. c. 31, Section 41.
- 7.2 Nothing in this Agreement shall preclude the Chief of Police from retiring or resigning during the period of this contract. However, the Town reserves the right to limit vacation use in the event that the Chief of Police retires or resigns prior to the expiration of this Agreement. If the Chief of Police resigns or retires voluntarily before the expiration of this contract, he agrees to give 30 days written notice in advance, unless there is an agreement in writing between the Chief of Police and the Town Manager to the contrary. The 30 days written notice provision shall not apply if the Chief of Police retires as the result of changes to law or regulation that would materially affect his pension.

Section 8 Duties of Position

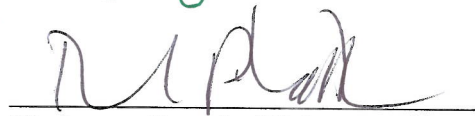
The duties of the position of Chief of Police shall be those listed on the attached job description dated 5/05.

Section 9
Effect of Agreement


- 9.1 The Agreement shall take effect as of December 1, 2018, and shall continue in full force and effect through November 30, 2021.
- 9.2 This contract represents the entire agreement between the parties relating to the wages and benefits of the Chief of Police.
- 9.3 Any changes, amendments, and/or modifications to this Agreement shall be in writing and shall be executed by both parties.
- 9.4 Law Governing This Contract shall be construed and governed by the Laws of the Commonwealth of Massachusetts.
- 9.5 Severability of Provisions If any clause of this contract shall be determined to be illegal by a court of competent jurisdiction, the remainder of this contract shall not be affected thereby, and the parties agree to meet and discuss appropriate substitute provision.

Town of Needham


Town Manager/date


Chairman, Board of Selectmen/date

Chief of Police


John J. Schlittler/date